

MEETING OF DECEMBER 26, 1950 (Cont'd)

conveyed by the City of Milwaukie to International Harvester Company, by deed recorded in Book 429, page 228 and extending from the westerly line thereof as thus established due east to the westerly right of way line of the Southern Pacific Company's Tillamook Branch line.

BE IT FURTHER RESOLVED, that the following described tract of land be dedicated to the public for use as a street and that it hereafter be known as CENTURY DRIVE

A strip of land 40 feet in width, lying between that certain tract of land conveyed to Bayly Manufacturing Company by the City of Milwaukie by deed recorded in Book 437, page 462 of the deed records of Clackamas County, Oregon and the westerly line of the right-of-way of the Southern Pacific Company's Tillamook Branch line; said tract extending from the northerly line of Harvester Drive and hereinbefore described, northerly to the north-westerly line of a tract of land heretofore conveyed to the City of Milwaukie by the United States of America, acting by and through the Public Housing Administration by deed recorded in Book 431, page 189 of the deed records of Clackamas County, Oregon.

BE IT FURTHER RESOLVED, That from and after the passage of this resolution that the said tracts be and have all the properties of City Streets, and that all laws and ordinances now existing or hereafter created applicable to streets and highways within the corporate limits of the City of Milwaukie shall be applicable to the above described tracts of land.

Introduced this 26th day of December, 1950

Motion carried and so ordered.

On motion duly made and carried the meeting adjourned.

Jean Dillery, Acting Recorder.

SPECIAL MEETING OF DECEMBER 27, 1950

The Council members of the City of Milwaukie, Oregon met in special session at the City Hall, Milwaukie, Oregon at 8:00 o'clock P.M. Wednesday December 27th, 1950.

The meeting was called to order by Mayor Fred Sperr for the purpose of straightening out difficulties and misunderstandings with Western Door and Plywood Corporation and any other lawful business that may come before it.

Upon roll call those present and absent were as follows:

PRESENT: Fred Sperr, Mayor; Garland Taylor, Councilman; Edwin Norbeck, Councilman; Leonard Mullan, Councilman; Ralph Klein, Councilman-elect. ABSENT: Walter Frady, Councilman. Also Present were Thomas Telford, City Manager; Mr. Morris, Mr. Larson, Mr. Morris Jr. Mr. Charack and Mr. Carr of the Western Door and Plywood Corporation; Mr. Kirkpatrick, City Attorney; Mr. Richard Lord, President of P.S. Lord Mechanical Contractors and Mr. Spear, P.S. Lord Mechanical Contractor's Attorney.

The Mayor declared that a quorum was present.

Mr. Morris of the Western Door and Plywood Corporation brought up the following points:

(A) City Sewer Manhole under construction near their log dump on the river.

The results of the conversation were that the City Manager was instructed to consult with the Consulting Engineers and the Contractor and see if something couldn't be done to complete the construction of the manhole.

(B) Connecting the high-line water system to Western Door and Plywood Corporation Sprinkler system.

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This subject was discussed at length and finally it was decided that the City would consent to the following arrangement:

- 1.- A 12" check valve was to be installed in the newly constructed 12" water line to Western Door and Plywood Corporation.
- 2.- The 12" check valve was to be installed at 32nd and Meek Streets, North of P. & C. Tool tap.
- 3.- A 6" High line connection to Western Door & Plywood Corporation's 12" Main at 32nd & Meek Streets.
- 4.- City of Milwaukie to do the work by their own forces or by contract.
- 5.- City of Milwaukie to pay half and Western Door & Plywood Corporation to pay half of the expenses involved.

Mr. Taylor moved that the above outlined be adopted. Mr. Norbeck seconded the motion, it was put to a vote, unanimously carried and so ordered.

(C) 4% interest was to be charged by Western Door & Plywood Corporation for the cost of the 12" line when the City takes it over unless the City would drop the stand-by charges.

This argument could not be settled at this time as there were no figures available as to the actual cost of the line and it was decided to hold action of this question until such time as the pipe line was taken over.

Mr. Richard Lord and his lawyer, Mr. Spears, again by letter presented their proposal to the Council for purchasing from the City the remaining 6.3 acres of industrial property south of International Harvester No.2 as follows: December 27, 1950, City of Milwaukie, Milwaukie, Oregon

The undersigned, P.S. Lord Mechanical Contractors, an Oregon corporation, hereinafter sometimes referred to as "Lord" agrees to buy and you agree to sell, subject to the following terms and conditions, the following described real property located in Clackamas County, Oregon.

A parcel of land containing between 6 and 6½ acres lying immediately south of the property owned by the International Harvester Company and east of the present access road which runs parallel to the Pacific Highway (99E) and extending east from said access road to the Southern Pacific right-of-way which is on the east line of said property. Said land having a minimum width North and South of at least 200 feet.

1. In full and complete payment for said land the undersigned agrees to furnish all of the material and perform all of the labor required to extend the present existing sewer from its existing terminus to the tract to be occupied by Bayly Manufacturing Company. Said sewer will be constructed in accordance with the layout plan prepared by Mr. Thomas Telford, City Manager of Milwaukie, Oregon, and prior to this date approved and agreed upon between said City Manager and Lord. Lord will immediately furnish a performance bond in the amount of the City Manager's estimate. The work will be performed by Lord commencing when weather permits in the spring of 1951.

2. Upon the acceptance of this offer you will immediately deliver to Lord a full and sufficient deed conveying said land to Lord free and clear of all liens and encumbrances except reservation to United States of America of fissionable material which may be found on said land, together with title insurance policy of a title insurance company satisfactory to Lord in the amount of \$10,000 showing title free and clear except reservation to United States of America of fissionable material which may be found on said land and containing only standard title policy exceptions. You will also deliver with said deed, at your expense, survey of said land by C.L. and Earl A. Marshall, Civil Engineers of Portland, Oregon.

3. You will not be required to furnish any utilities with regard to said land to Lord, but Lord is to have the right to connect with existing sewers and water mains at no charge to Lord.

4. If you are unable by reason of any title defects to close the transaction prior to the time Lord commences to construct the sewer extension, Lord shall not be obligated to commence the work until such defects are cleared. If all such defects are not cleared within a reasonable time Lord shall have the option to terminate this agreement but we may waive any such title

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defects at our option. Very truly yours, P.S. LORD MECHANICAL CONTRACTORS".

After considerable discussion the following was agreed upon.

(A) To accept the proposal with the following additions:

1. The Lord building when built would follow the same set-back line (50') as International Harvester.
2. P.S.Lord Mechanical Contractors would construct 600 feet of 8" cast iron piperwater line south from Harvester Drive at a cost of \$2100.00; one half the cost, being \$1050.00 would be assumed by P.S.Lord Mechanical Contractors and one half the cost being \$1050.00 would be assumed by the City of Milwaukie
3. The property would be sold subject to the approval of the Planning Commission and any commitments previously made by the City of Milwaukie.
4. The City of Milwaukie would furnish a property survey by Marshall Bros, Civil Engineers, Portland, Oregon.

Mr. Taylor made a motion that the P.S.Lord proposal be accepted subject to the above stated changes. The Motion was seconded by Mr. Norbeck, put to vote and unanimously carried and so ordered.

There being no further business to come before the Council, the meeting was upon motion duly made and carried.

Thomas Telford, Acting Recorder.

SPECIAL MEETING OF DECEMBER 29, 1950

The Council members of the City of Milwaukie, Oregon met in special session at the City Hall, Milwaukie, Oregon at 7:30 o'clock P.M. Friday December 29, 1950.

The meeting was called to order by Mayor Fred Sperr for the purpose of re-considering a decision made by the City Manager regarding the awarding of \$12,500.00 fire insurance policy on the City Buildings and Equipment. Upon roll call those present and absent were as follows: PRESENT: Fred Sperr, Mayor; Garland Taylor, Councilman; Edwin Norbeck, Councilman; Leonard Mullan, Councilman; Ralph Klein, Councilman-elect. ABSENT: None. The Mayor thereupon declared that a quorum was present. Also present were Thomas D. Telford, City Manager; Mr. Huffman, Mr. Shea and Mr. T.W. Loder.

City Manager Telford told the Council that he had been requested by the Mayor to hold up awarding of the \$12,500.00 fire insurance policy to the low-bidder until the Council could meet.

The City Manager was asked to read the bids and they were as follows:

LOWEST BIDDER

Thomas & Telford Insurance Agency
P.O. Box 5733
Milwaukie, Oregon

Standard Published Rates with an anticipated dividend of 20%. Insurance to be taken out with Oregon Mutual Fire Insurance Company, licensed in the City of Milwaukie.

SECOND LOW BIDDER

A.F. Huffman
1225 28th Street
Milwaukie, Oregon

Standard Published Rates with an anticipated dividend of 20%. Insurance to be taken out with Lumberman's Mutual National Retailer's Mutual. Not licensed in the City of Milwaukie but would take out license if the insurance was placed with him.